

the Closing Date as though such representations and warranties were made at and as of the Closing Date;

(b) That Seller shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed and complied with by Seller prior to or at the Closing Date;

(c) That Buyer shall have been novated or accepted as Seller's assignee on all contracts and leases on Exhibit D, which require such novation or acceptance, so that subsequent to the Closing Buyer is entitled to replace Seller as a party to these arrangements;

(d) That the FCC shall have granted its "Final Written Consent", as defined in this Agreement, to the assignment of the Station's licenses and authorizations to Buyer, including the continued use of the call letters and/or any new call letters as may be approved by the FCC, as the case may be;

(e) That Seller shall have delivered to Buyer a certificate of its Chairman or President and Secretary, or of such two other officers of Seller as shall be reasonably acceptable to Buyer, dated as of Closing, certifying to the fulfillment of the conditions set forth in subsections (a), (b), (c) and (d) of this Paragraph;

(f) Seller warrants:

(1) That the corporate existence and good standing of Seller are as stated in Paragraph

4(a);

(2) That Seller has good and marketable title to all its real and personal property and assets, free and clear of all liens and encumbrances except those restrictions, covenants, conditions, liens or other encumbrances disclosed in this Agreement or the Exhibits thereto which will not impair the use by Buyer of such property or assets for broadcast purposes and except liens of current taxes and assessments not yet due and payable;

(3) That except as to matters which arise subsequent to the date of this Agreement not adversely affecting the Station's license and authorization, the other assets being acquired by Buyer, or the business of the Stations, such Seller does not know of any litigation, proceeding or governmental investigation, pending or threatened against Seller or the Stations;

(4) That the documents transferring the assets and property of the Stations and of Seller effectively vest title thereto in Buyer;

(5) That, subject to approval of the Commission, Seller has the right, power and authority to make, observe, keep and perform, as the case may be, all of the warranties, represen-

tations, indemnities, terms, provisions, covenants, conditions and agreements contained in this Agreement and all other agreements contemplated hereby, to be kept, observed or performed by it; and

(6) That this Agreement and all other agreements contemplated hereby have been duly authorized, executed and delivered by Seller and are enforceable against Seller in accordance with their terms.

11. CONTINGENCY OF OBLIGATIONS OF SELLER. All obligations of Seller under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, any of which except for (c) and (d) Seller may waive in writing:

(a) That the representations and warranties of Buyer contained in this Agreement or in any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true at and as of the Closing Date as though such representations and warranties were made at and as of the Closing Date;

(b) That Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing;

(c) That the FCC shall have granted its "Final

Written Consent", as defined in this Agreement, to the assignment of the Station's licenses and authorizations to Buyer.

(d) That Buyer shall have delivered to Seller a certificate as shall be acceptable to Seller, dated as of the Closing Date, certifying to the fulfillment of the conditions set forth in Subsection (a) and (b) of this paragraph;

12. FURTHER CLOSING DOCUMENTS. On the Closing Date and as a further contingency of the obligation of Buyer (as to subsection (a)) and Seller (as to subsection (b)) to close hereunder:

(a) Seller shall deliver to Buyer:

(1) One or more bills of sale conveying to Buyer all of the fixed and tangible personal property included in the assets to be acquired by Buyer hereunder;

(2) A warranty deed to the real property shown on Schedule C attached hereto;

(3) One or more assignments, with all necessary consents, assigning to Buyer all of the agreements, contracts, loan assumed and leases to be assigned to Buyer hereunder.

(4) An assignment to Buyer of all the rights and interests owned by Seller in and to the call letters and other authorizations issued by the FCC for the operation of the Stations.

(b) Buyer shall deliver to Seller the consideration set forth in Paragraph 4 hereof pursuant to this Agreement;

(c) Seller and Buyer will also execute such other documents, at the Closing or subsequently, as may reasonably be necessary for the implementation and consummation of this Agreement. Unless otherwise provided in this Agreement, all instruments and documents delivered shall be dated the Closing Date and shall be reasonably satisfactory as to form and content to each party and its respective counsel.

13. FCC APPLICATION. Seller and Buyer shall cooperate in the prompt preparation and filing, within thirty (30) days from the date of this Agreement, of an application with the FCC requesting its consent to the assignment of the licenses and authorizations for the Station from Seller to Buyer; and the parties shall cooperate in the diligent submission of any additional information requested by the FCC with respect to such applications, and will take all steps that are necessary and proper to the expeditious prosecution of such applications to a favorable conclusion; PROVIDED, that neither Buyer nor Seller shall be under any obligation to take any unreasonable steps to satisfy any person or persons who object, or threaten to object to a grant of the applications, or to comply with any materially adverse condition applicable to Buyer or Seller, or to the owners of Buyer and Seller as the case may be, which may be imposed by the FCC as a condition of its consent to the assignment of the licenses and

authorizations of the Stations from Seller to Buyer. Any expenses incurred by either Seller or Buyer in connection with the preparation and prosecution of such applications, other than expenses covered by Paragraph 8, will be borne by the parties incurring same. This agreement is subject to obtaining approval of the FCC.

14. FCC APPROVAL.

(a) If the FCC has failed to give its Final Written Consent, as defined in this Agreement, to the assignment of the Station's licenses from Seller to Buyer within a period of six (6) months from the date of filing of the applications described herein, either Seller or Buyer may thereafter terminate this Agreement by giving written notice to the other; PROVIDED, HOWEVER, that the party desiring to terminate shall not then be in material breach of this Agreement.

(b) If the FCC refuses to grant its Final Written Consent, as defined in this Agreement, to the assignment of the Station's licenses, or if the FCC by Final Written Consent grants its consent but with a condition materially adverse to Buyer or Seller and the party to whom the condition applies does not elect to comply with such condition within fifteen (15) days of the date that the FCC's consent becomes a Final Written Consent, either party may terminate this Agreement as provided in subsection (a) above; PROVIDED, HOWEVER, that the party desiring to terminate shall not then be in material

breach of this Agreement or be responsible for such refusal, designation or condition. If either party shall disagree as to what constitutes a condition materially adverse for purposes of this Agreement, the disagreement shall be resolved by arbitration pursuant to the Rules of and under the jurisdiction of the American Arbitration Association.

15. DAMAGE TO SELLER'S PROPERTIES. In the event of any material damage to the Stations or any of the assets to be acquired by Buyer by reason of fire or other casualty or incident occurring prior to Closing, Seller shall give Buyer prompt notice (a "Casualty Notice") of such event. In such notice, Seller shall indicate its best estimate of the damages, and if repairable, the length of time required for restoration. Seller shall take all reasonable steps to repair, replace and restore such property as soon as possible after the loss, and shall apply any insurance proceeds received because of such loss to such restoration. In the event of the occurrence of any damage or event which prevents broadcast transmissions of the Station in the normal and usual manner for a period of sixty (60) days, the Buyer may, within sixty (60) days of receipt of the Casualty Notice, and upon written notice to Seller, terminate this Agreement; PROVIDED, if in such circumstances buyer does not terminate this Agreement, Seller shall promptly restore or replace the damaged facilities at Seller's costs and expense, including the application of all insurance proceeds received or receivable, to such restoration or replacement. If any restoration and replacement contemplated herein has not been completed

at the time the Closing would otherwise be held, then unless Seller and Buyer agree otherwise, the Closing Date shall be delayed and shall take place within twenty (20) days after Seller has given Buyer written notice of the completion of the restoration and replacement, the exact date of Closing to be fixed by Buyer upon not less than five (5) days written notice to Seller. If the delay in the Closing Date would cause the Closing to fall at a time after the period permitted by the Final Written Consent, Seller and Buyer shall file an appropriate application with the Commission for an extension of time within which to consummate the Closing.

16. INDEMNIFICATION.

(a) Seller does hereby indemnify and hold Buyer harmless against any and all taxes, claims, liabilities, losses, expenses, fees and accounting fees, damages, including without limitation amount of judgments and/or amounts paid in settlement costs, (collectively all of the foregoing being hereinafter referred to for purposes of this Paragraph 16 as "Costs") incurred by Buyer and arising out of or attributable to (1) any material breach of representation, warranty or covenant made by Seller herein or in any certificate or writing furnished pursuant hereto, (2) any non-fulfillment in any material respect of any agreement hereunder or entered into in connection herewith by Seller or (3) any claim, known or unknown, arising out of, or by virtue of, or based upon Seller's businesses and operations prior and up to the

Closing Date, other than to the extent assumed pursuant hereto by Buyer. Buyer shall give to Seller prompt notice of any claim which could result in a claim for indemnification herein. Seller shall have the right to assume the defense thereof, with counsel reasonably satisfactory to Buyer, and after such notice of assumption of such defense from Seller, Seller will not be liable to Buyer for any legal or other expenses incurred by Buyer in connection with the defense thereof, other than the reasonable cost of investigation or assistance required by Seller. Buyer may actively participate, at its expense, in any negotiation, lawsuit or other resolution of such claim.

(b) Buyer does hereby indemnify and hold Seller harmless against costs incurred and arising out of or attributable to (1) any material breach of any representation, warranty or covenant made by Buyer herein or in any certificate or writing furnished pursuant hereto, (2) any nonfulfillment in any material respect of any agreement hereunder or entered into in connection herewith by Buyer, (3) the failure of Buyer to perform the obligations assumed by Buyer hereunder, or (4) any claim pursuant hereto, (5) any non-fulfillment in any material arising out of, or by virtue of, or based upon Buyer's business and operations after the Closing Date, except to the extent that such claims one for which Seller is

required to indemnify Buyer pursuant to the terms hereof or under any document delivered pursuant hereto. Seller shall give Buyer prompt notice of any claim which could result in a claim for indemnification hereunder. Buyer shall have the right to assume the defenses thereof with counsel reasonably acceptable to Seller, and after such notice of assumption of such defense from Buyer, Buyer will not be liable to Seller in connection with the defense thereof other than the reasonable costs of investigation or assistance required by Buyer. Seller may actively participate, at its expense, in any negotiations, lawsuit or other resolution of such claim.

17. SURVIVAL OF WARRANTIES. All statements contained herein or in any certificate or other instrument delivered by or on behalf of Seller or Buyer pursuant or in connection with the transactions contemplated hereby shall be deemed representations and warranties by Seller or Buyer, as the case may be, hereunder. All representations, warranties, indemnities and agreements made by Seller, or Buyer in this Agreement, or pursuant hereto, shall survive the Closing for a period of two (2) years unless a shorter period is specifically noted and shall be effective with respect to any breach thereof, notice of which shall have been given in writing to Seller or Buyer as the case may be. Investigations or examinations made by Buyer or Seller, their respective counsel, accountants, employees or representatives, and information obtained as result thereof, shall not constitute a waiver by such party of any representation, warranty, obligation, covenant or

agreement of the other party.

18. SPECIFIC PERFORMANCE. Buyer and Seller agree that the subject of this transaction is a unique property and that damages will not adequately compensate for a breach of this Agreement by either party. Seller and Buyer agree that specific performance is an appropriate remedy of either party for breach of this Agreement by the other party.

19. REMEDIES OF PARTIES UPON DEFAULT. If Seller defaults in the performance of its obligations under this Agreement to complete the sale to Buyer as herein set forth, then Buyer shall not be in material breach, in addition to the remedies afforded by Paragraph 18 hereof, Buyer shall also be entitled to bring an action for monetary damages. If Buyer defaults in the performance of its obligations under this Agreement to complete the purchase to Seller as herein set forth, then Seller shall not be in material breach, in addition to the remedies afforded by Paragraph 18 hereof, Seller shall also be entitled to bring an action for monetary damages.

20. COOPERATION. Seller and Buyer shall cooperate, take such actions and execute and deliver such documents as may be reasonably requested by Seller and/or Buyer in order to carry out the provisions and purposes of this Agreement.

21. CONTROL OF STATION. The events contemplated by this Agreement shall not be consummated until after the FCC has given its Final Written Consent, as defined in this Agreement, and between the date of this Agreement and the Closing Date, Buyer shall not directly or indirectly control, supervise or direct or attempt to control,

supervise or direct the operation of the Station, but such operation shall be the sole responsibility of Seller.

22. CLOSING. The Closing Date, as used throughout this Agreement, shall occur (subject to the provisions of this Agreement deferring, or permitting the postponement of, the Closing) on the 1st day of the month if approval is within the last 15 days of the month and if it is during the first 15 days of the month on the 15th day of the month immediately following after the Final Written Consent of the FCC is obtained (i.e., when the Order of the FCC approving the transfer of the broadcast license of the Station is no longer subject to administrative review, which is not less than forty (40) days following publication of the Notice approving said transfer). The Closing shall be in Hutchinson, Kansas, and shall occur at 11:00 o'clock a.m. The Closing may, however, take place at such other place and at such other time within the effective period of the FCC's consent as Buyer and Seller shall mutually agree. "Final Written Consent", as used in this Agreement, means an action of the FCC approving the assignment of the Station's licenses and authorizations from Seller to Buyer which action is no longer subject to FCC reconsideration or court review under the provisions of the Communications Act of 1934, as amended, and with respect to which no timely filed request for administrative or judicial review or stay is pending and as to which the time for filing any such request, or for the FCC to set aside the action on its own motion, has expired. Notwithstanding the foregoing, and anything contained in this Agreement to the contrary, Buyer at its option may elect to close the

transaction contemplated prior to the expiration of the forty (40) day period, but subsequent to publication of the Notice of the FCC approving the transfer of the license as contemplated hereby, upon ten (10) days written notice to Seller.

23. NOTICES. All notices, requests, demands or other communications with respect to this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class, postage prepaid, and certified or registered to the following:

(a) To Seller: William L. Mitchell
119 West Sherman
Box 604
Hutchinson, KS 67504-0604

b. To Buyer: Mack Sanders
1200 Baker Street
Great Bend, KS 67538

or any address designated in writing by the above parties.

24. CONSENTS. Seller and Buyer shall, on or prior to the Closing Date, use their best efforts to obtain from each person, firm, association, corporation and governmental authority all consents and approvals which are necessary to authorize and validate the sale, transfer and assignments of the authorizations, assets, property and contracts to be transferred and assigned to Buyer, and otherwise to effectuate the purposes of this Agreement; PROVIDED, HOWEVER, that any expense that may be incurred in obtaining consent to the assignment of the contracts being assigned hereunder shall be the sole obligation of Seller, except as provided in Paragraph 8.

25. COUNTERPART. This Agreement shall be executed in five counterparts, each of which shall be deemed original.

26. NO IMPLIED WAIVER. No failure or delay on the part of the

parties hereto to exercise any right, power or privilege hereunder or under any instrument executed pursuant hereto shall operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. All rights and

27. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and cannot be amended or changed except in writing.

28. **HEADINGS.** The headings of the paragraphs of this Agreement, where employed, are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of this Agreement.

29. **SECURITY.** Security for the 10 year negotiable promissory note shall be given to the Seller prior to or at closing which will be the assets transferred herein plus a full and sufficient guarantee by Great American Broadcasting Company of Hutchinson, Inc. (along with the necessary supporting documents from Great American Broadcasting Company of Hutchinson, Inc. authorizing and supporting such guarantee), such assets to be only subordinated to necessary bank financing for the operations of the station involved herein and the FM property to be constructed.

As further security the note provided for in Paragraph 4 shall also be guaranteed personally by Mack Sanders.

30. **DIRECTORS.** As long as there is due any payment to the Seller, whether on the note or otherwise, Seller shall be entitled to two seats on the five person Board of Directors of the Buyer or any

companies which have a direct interest in the operation of the station or the FM.

31. EQUIPMENT. Certain equipment of the FM station involved herein as agreed to by the parties in an appropriate amount of \$200,000 shall begin immediately after the completion of the purchase involved herein which will be decided by the new corporate board and station management.

32. ACCOUNTS RECEIVABLE. Effective as of the closing date all accounts receivable shall be the property of the Seller and that said Seller shall assign to Buyer all of said accounts receivable for collection by the Buyer for a period of 90 days and that said Buyer shall remit each 30 days thereafter 100% of the monies collected on the accounts receivable. That at the end of said 90 days the Buyer will assign back to the Seller all uncollected accounts receivable. On the closing date or as soon thereafter as practical Seller shall deliver to Buyer a list of said accounts, and Buyer agrees to exercise due diligence in collecting same.

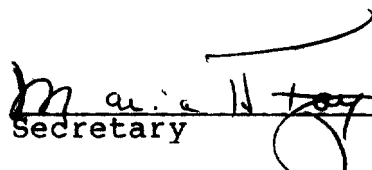
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:
KWHK BROADCASTING CO., INC.

by: 

Title: 

ATTEST:


Secretary

BUYER:

Great American Broadcasting Company of
Hutchinson, Inc.

by: *Paul Sanders*
Title: PAES

LICENSE RENEWAL AUTHORIZATION

COMMISSION
WASHINGTON, D.C. 20554



POSTAGE AND FEES PAID
FEDERAL COMMUNICATIONS
COMMISSION

THIS IS TO NOTIFY YOU THAT YOUR
APPLICATION FOR RENEWAL OF
LICENSE WAS GRANTED ON 05-16-83
FOR A TERM EXPIRING ON 06-01-90
FREQUENCY: 1260KHZ

THIS IS YOUR LICENSE RENEWAL
AUTHORIZATION FOR STATION
KWHK
HUTCHINSON, KS

THIS ALSO IS THE RENEWAL
CERTIFICATE FOR YOUR CURRENTLY
AUTHORIZED SERVICES.

THIS LICENSE MUST BE POSTED WITH THE
STATION'S LICENSE CERTIFICATE AND
ANY NECESSARY NOTIFICATIONS.

KWHK BROADCASTING CO., INC.
KWHK AM STATION
P. O. BOX 1967
HUTCHINSON, KS 67501

FCC 372 (5/82) NOTIFICATION



A



FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST STATION CONSTRUCTION PERMIT

Official Mailing Address:

KWHK BROADCASTING CO., INC.
PO BOX 1967
HUTCHINSON, KS 67504

Authorizing Official:

Penelope A. Dade
Penelope A. Dade
Supr Applications Examiner, FM Branch
Audio Services Division
Mass Media Bureau

Grant Date: September 29, 1989

Call sign: KQHK

This permit expires 3:00 am.
local time: March 29, 1991

Permit File No.: BPH-881116MF

This authorization re-issued to reflect a call sign change from 881116MF to **KQHK** effective 10/31/89.

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

This permit shall be automatically forfeited if the station is not ready for operation within the time specified (date of expiration) or within such further time as the Commission may allow, unless completion of the station is prevented by causes not under the control of the permittee. See Sections 73.3598, 73.3599 and 73.3534 of the Commission's Rules.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Name of permittee:

KWHK BROADCASTING CO., INC.

Station Location:

KS-HUTCHINSON

Frequency (MHz): 97.1

Call sign: KQHK

Permit No.: BPH-881116MF

Channel: 246

Class: A

Hours of Operation: Unlimited

Transmitter location (address or description):

THE SITE IS 7.2 KM W AND 1.6 KM S OF DOWNTOWN HUTCHINSON AT
THE INTERSECTION OF WHITESIDE AND CLARKS ROADS, HUTCHINSON
KANSAS

Transmitter: Type accepted. See Sections 73.1660, 73.1665 and 73.1670
of the Commission's Rules.

Transmitter output power: As required to achieve authorized ERP.

Antenna type: (directional or non-directional): Non-directional

Antenna coordinates: North Latitude: 38 02 39.0
West Longitude: 98 00 56.0

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the horizontal plane (kW) :	2.65	2.65
Height of radiation center above ground (meters) :	99.0	99.0
Height of radiation center above mean sea level (meters) :	585.0	585.0
Height of radiation center above average terrain (meters) :	105.0	105.0
Overall height of antenna structure above ground (including obstruction lighting, if any) :	138.0 meters	

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

Paragraph 1.0, FCC Form 715 (March 1978):

Antenna structures shall be painted throughout their height with alternate bands of aviation surface orange and white, terminating with aviation surface orange bands at both top and bottom. The width of the bands shall be equal and approximately one-seventh the height of the structure, provided however, that the bands shall not be more than 100 feet nor less than 1 and 1/2 feet in width. All towers shall be cleaned and repainted as often as necessary to maintain good visibility.

Paragraph 3.0, FCC Form 715 (March 1978):

There shall be installed at the top of the structure one 300 m/m electric code beacon equipped with two 620- or 700-watt lamps (PS-40, Code Beacon type), both lamps to burn simultaneously, and equipped with aviation red color filters. Where a rod or other construction of not more than 20 feet in height and incapable of supporting this beacon is mounted on top of the structure and it is determined that this additional construction does not permit unobstructed visibility of the code beacon from aircraft at any normal angle of approach, there shall be installed two such beacons positioned so as to insure unobstructed visibility of at least one of the beacons from aircraft at any normal angle of approach. The beacons shall be equipped with a flashing mechanism producing not more than 40 flashes per minute nor less than 12 flashes per minute with a period of darkness equal to approximately one-half of the luminous period.

Paragraph 4.0, FCC Form 715 (March 1978):

At approximately one-half of the overall height of the tower one similar flashing 300 m/m electric code beacon shall be installed in such position within the tower proper that the structural members will not impair the visibility of this beacon from aircraft at any normal angle of approach. In the event this beacon cannot be installed in a manner to insure unobstructed visibility of it from aircraft at any normal angle of approach, there shall be installed two such beacons. Each beacon shall be mounted on the outside of the tower at the prescribed height.

Paragraph 13.0, FCC Form 715 (March 1978):

On levels at approximately three-fourths and one-fourth of the over-all height of the tower, at least one 116- or 125-watt lamp (A21/TS) enclosed in an aviation red obstruction light globe shall be installed on each outside corner of the structure.

Paragraph 21.0, FCC Form 715 (March 1978):

All lighting shall burn continuously or shall be controlled by a light sensitive device adjusted so that the lights will be turned on at a north sky light intensity level of about 35 foot candles and turned off at a north sky light intensity level of about 58 foot candles.

The following Agreement attachments (Exhibits) described in the Agreement not required by FCC application and not included namely, Exhibit B, tangible property, Exhibit C, land, Exhibit D, business contracts and Exhibit E, advertising and promotional lists, etc., and F and G re employees and insurance.

KWHK Broadcasting Company, Inc.
Hutchinson, KS

Assignor's Exhibit 3

KWHK Broadcasting Company, Inc., owns 100% of:

Sante Fe Broadcasting Company, Inc.
Sante FE, NM (KTRC)

KBHS Broadcasting Company, Inc.
Hot Springs, AR (KBHS AM/FM)

No pending application; no dismissed and/or denied application;
no FCC license which has been revoked.

William L. Mitchell and Maria H. Foy, of KWHK Broadcasting Co., Inc.
will be directors (no stock, no office) Great American Broadcasting
Co., of Hutchinson, Inc., assignee company in this application.

Section I**GENERAL INFORMATION****Part II — Assignee**

1. Name of Assignee Great American Broadcasting Company of Hutchinson, Inc.

525 North Main, Hutchinson, KS 67502

Street Address (or other identification)

City

Present Contact:

1200 Baker Street

Great Bend

State

KS

Zip Code

67538

Telephone No. (316) 792-4317

(Include area code)

2. Does the contract submitted in response to Question 5, Part I of Section I embody the full and complete agreement between the assignor and assignee? ☒ YES ☐ NO

If No, explain in Exhibit No. N/A.

Section II**ASSIGNEE'S LEGAL QUALIFICATIONS**

1. Assignee is:

☐ an individual

☐ a general partnership

☐ a limited partnership

☒ a corporation

☐ other

2. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in Exhibit No. N/A the nature of the applicant.

CITIZENSHIP AND OTHER STATUTORY REQUIREMENTS

YES NO

3. (a) Is the applicant in compliance with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments? ☒ YES ☐ NO
- (b) Will any funds, credit, etc., for construction, purchase or operation of the station be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents? ☐ YES ☒ NO

If Yes, provide particulars as Exhibit No. N/A.

ASSIGNEE'S LEGAL QUALIFICATIONS

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 4. (a) Has an adverse finding been made, adverse final action taken or consent decree approved by any court or administrative body as to the applicant or any party to the application in any civil or criminal proceeding brought under the provisions of any law related to the following: any felony, antitrust, unfair competition, fraud, unfair labor practices, or discrimination? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in 4.(a)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to (a) or (b) above is Yes, attach as Exhibit No. N/A, a full disclosure concerning the persons and matters involved, identifying the court or administrative body and the proceeding (by dates and file numbers), stating the facts upon which the proceeding was based or the nature of the offense committed, and disposition or current status of the matter. Information called for by this question which is already on file with the Commission need not be refiled provided: (1) the information is now on file in another application or FCC form filed by or on behalf of the assignee; (2) the information is identified fully by reference to the file number (if any), the FCC form number, and the filing date of the application or other form containing the information and the page or paragraph referred to; and (3) after making the reference, the assignee states, "No change since date of filing."